MATERIAL REVIEWED AT CIA HEADQUARTERS BY
HOUSE SELECT COMMITTEE ON ASSASSINATIONS STAFF MEMBERS

FILE TITLE/NUMBER/VOLUME: (TICHBORN)
LOPEZ, HENRY W.

INCLUSIVE DATES: ______

CUSTODIAL UNIT/LOCATION: ______

ROOM: ______

DELETIONS, IF ANY: ______

DATE RECEIVED	DATE RETURNED	REVIEWED BY (PRINT NAME)	SIGNATURE OF REVIEWING OFFICIAL

NO DOCUMENTS MAY BE COPIED OR REMOVED FROM THIS FILE

14-00000

SECRET

17 September 1968

MEMORANDUM FOR: Chief, Contract Personnel Division

SUBJECT : Contract Amendment
Edward G. TICHBORN

Transmitted herewith is original and one copy of amendment to subject's contract which was terminated 31 August 1968, signed by subject acknowledging a one-time lump sum taxable payment in the amount of $3,311, which serves as a "quit claim".

Virginia C. Lynch
Chief, DO Personnel & Training

Attachments: 2

cc: Mr. George Powell w/o att's

SECRET

Mr. Edward G. Tichborn

Dear Mr. Tichborn:

Reference is made to your contract with the United States Government, effective 19 May 1961, as amended.

Effective 1? August 1968 you are authorized a one-time lump sum taxable payment in the amount of $3, ?11.

In full and final consideration for authorization and payment of the above sum, you herein release and forever discharge the United States Government and any Agency, Department or Instrumentality thereof and its agents, officers, employees and representatives from any and all claims, demands and liabilities in any form or by any party whatsoever throughout the world arising from services performed by you for the United States Government under said contract.

All other terms and conditions of the contract, as amended, remain in full force and effect.

UNITED STATES GOVERNMENT

BY ______________________
Contracting Officer

ACCEPTED:

____
Edward G. Tichborn

WITNESS:

____

APPROVED:

____

ab / kc
15 Aug 68

14-00000

7

SECRET

12 August 1968

MEMORANDUM FOR: Chief, Contract Personnel Division

THROUGH: Assistant for Non-Staff Personnel

SUBJECT: Edward G. TICHBORN (P) - Contract Agent

1. Subject has been given 30 days notice as provided in his contract, to the effect that his contract will be terminated 31 August 1968.

2. Subject was initially employed in 1959 and was transferred to DO Division in July of 1967 from the WH Division. In the course of discussing the termination of his services, subject stated that during his tenure with the WH Division, he had been promised certain bonuses upon termination of his Agency service. The WH Division has agreed to a termination payment of $3,310.72 which represents two months' salary of a per annum salary of $17,000 plus $477.38 in settlement of his accounting which is nontaxable.

3. In addition it is requested that the following statement be included in the amendment:

> You release and forever discharge the United States Government and any Agency, Department or Instrumentality thereof and its agents, officers, employees and representatives from any and all claims, demands and liabilities in any form or by any party whatsoever throughout the World arising from services performed by you for the United States Government under said contract.

4. Attached is signed Notice of Termination in duplicate.

APPROVED:

Special [illegible] Officer

W. T. Montgomery
W. T. MONTGOMERY
Chief, DO Support Group

Attachment:
as stated

SECRET

14-00000

NOTIFICATION OF TERMINATION OF CONTRACT

Mr. Henry P. Lopez

Dear Mr. Lopez:

You are hereby notified that your services under a contract with the U. S. Government, effective 19 May 1961, are to be terminated for the convenience of the U. S. Government pursuant to paragraph 10 of said contract, and that the thirty (30) days notice required by the contract begins 2 August 1968.

You are reminded of the contents of paragraph 9 of said contract which reads as follows:

"9. Secrecy. You will be required to keep forever secret this contract and all information which you may obtain by reason hereof (unless released in writing by the Government from such obligation), with full knowledge that violation of such secrecy may subject you to criminal prosecution under the espionage laws, dated 25 June 1948, as amended, and other applicable laws and regulations.

Your signature in the space provided below is acknowledgement of the contents hereof.

U. S. GOVERNMENT

BY /s/ Dow E. Luetscher
Special Contracting Officer

ACKNOWLEDGED:

[illegible signature] — [handwritten date illegible] 1968
Henry P. Lopez — (Date)

[illegible signature] — [handwritten date illegible] 1968
WITNESS — (Date)

CONTRACT APPROVING OFFICER

14-00000

24 November 1967

Edward G.. Tichborn

1 October 1967

19 May 1961

one (1) year

24 Nov. 67
D 6 L / AW

14-00000

16 November 1967

MEMORANDUM FOR: Contract Personnel Division

SUBJECT : Edward G. [illegible] (P)

It is requested that subject's contract which expired 30 September 1967 be extended for one year.

Virginia C. Lynch
Chief, [illegible] Personnel & Training

APPROVED:

W. T. MONTGOMERY, C/[illegible]

UNITED STATES GOVERNMENT

Memorandum

TO : OF/C&TD/CAAS DATE: July 5, 1967

VIA :Contract Personnel Division

FROM :WH/Contracts

SUBJECT: Edward G. TICHBORN, Reassignment

1. Effective 1 July 1967, Edward G. TICHBORN, Independent Contractor, has been reassigned to DO. Effective the same date all costs incident to contract services are chargeable to DO.

2. Miss Virginia Lynch, C/DO/Pers may be contacted for further information.

WM. S. Renehan

cc: C/WH/B&F
C/DO/Pers

APPROVED:

/s/ Dow H. Luetscher

Special Contracting Officer

SECRET

SECRET

DATE: [illegible]

CTC No. [illegible]

MEMORANDUM FOR: Director of Finance

ATTENTION: Chief, Compensation and Tax Division

VIA: Chief, Contract Personnel Division

SUBJECT: Tax Assessment for [illegible] (b)

1. A flat rate covert tax assessment of this individual's gross, taxable Agency entitlements has been approved by the Covert Tax Committee as indicated below. An acknowledged letter of tax instruction ☐ is ☐ will be forwarded.

Tax Assessment Rate	Effective Date
[illegible] (00.0) per cent	[illegible]

2. Other payroll factors pertinent to this Covert Tax Committee tax assessment action are as follows:

Approval Chief, CPD

Secretary, Covert Tax Committee

FORM 2643

SECRET

3 - CPD

18 Oct 66

C/CPD:

Attached is a draft of an amendment on TICHBORN. Note memo of request asks for an increase in basic fee from $12,000 to $17,000 based on TICHBORN's "overall performance and full time services". This

Additional memoranda in file reflect the following:

(1) 19 May 1961 contract (still in effect) provided a basic fee of $8000 with no mention of amount of time subject worked to earn such.

(2) WH memo of 18 June 63 asked a pay increase from $8000 to $9000 based upon, "manner of TICHBORN's performance and the increase amt. of time which he devotes to Agency requirements".

(3) WH dispatch of 9 Nov 64 said that, "Hqs agrees that present expiring contract called for about 2/3rds subject's time---TICHBORN pointed out.... he now engaged 90% of his time for Agency".

(4) WH memo of 24 Nov 64 requested an increase from $9000 to $12,000 based upon TICHBORN's increased value plus "using TICHBORN's service on substantially a full time basis".

(5) As cited above, current WH memo of 7 Oct 66 asks for an increase of $14 from $12,000 to $17,000 based on subject's "overall performance and full time services".

I pointed out the above chrono with respect to the ever increasing usage of subject's time to Henehah who apparently feels the last memo is OK unless CPD desires to make a formal objection and return it.

Paul

Paul - OK to prepare - I will hold pending receipt of supplementary →

Note - Per C/CPD WH (Cameron) will submit a new memo to justify the current request.

SECRET

Mr. Edward G. Tichborn

Dear Mr. Tichborn:

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, effective 19 May 1961, as amended.

Effective 1 October 1966, said contract, as amended, is further amended by:

(a) Deleting the figure $12,000 from paragraph one (1) (a) and substituting in lieu thereof the figure $17,000;

(b) Deleting paragraph one (1) (b) in its entirety; and

(c) Adding the following paragraph:

"13. Offset. Emoluments (including benefits in kind) received from or through your cover activities are the property of the U. S. Government. Procedurally, such emoluments will be offset against amounts due you under this agreement and are acknowledged to be payment by the Government hereunder and for Federal income tax purposes. If cover emoluments exceed those due you under this contract, you will dispose of the excess amount in conformance with Governmental instructions."

In addition, said contract is further amended by extending its term through 30 September 1967.

All other terms and conditions of said contract, as amended, remain in full force and effect.

UNITED STATES GOVERNMENT

BY ______________________
Contracting Officer

ACCEPTED:

____
Edward G. Tichborn

WITNESS:

____

APPROVED:

____

Pu/ash
20 Oct. 66

SECRET

14-00000

SECRET

31 October 1966

MEMORANDUM FOR: Chief, Contract Personnel Division

FROM : WH/Pers/Contracts

SUBJECT : Edward G. TICHBORN, Contract Compensation

1. Reference is made to your recent oral request concerning the increase in compensation for Edward G. TICHBORN, Independent Contractor.

2. The recommendation for the increase was based on C/WHD's review of TICHBORN's performance, availability of full time services and direct negotiation. It is to be noted that the basic recommendation also provided for the amendment to offset cover earnings.

William S. Renehan

SECRET

14-00000

SECRET

7 OCT 1966

MEMORANDUM FOR: Chief, Contract Personnel Division

SUBJECT : Edward G. TICHBORN, Contract Amendment

1. It is requested that the contract, as amended, for Edward G. TICHBORN, Independent Contractor, be further amended effective 1 October 1966 as follows:

a. Increase basic compensation to $17,000. per annum.

b. Delete para. 1.b. The provision is not applicable due to reassignment to a domestic location.

c. Provide offset provision of basic contract compensation as TICHBORN will be paid through a DODS proprietary (WUSALINE).

d. CPD may determine whether it is necessary to modify the amendment relating to Social Security and Income Taxes as deductions will be handled by the cover organization.

e. Extend contract through 30 September 1967.

f. Provide for TICHBORN's acceptance and signature on the amendment.

2. The increase in basic compensation is based on TICHBORN's overall performance and full time services.

for William V. Broe
Chief
Western Hemisphere Division

SECRET

Contract Service — Edward G. Tichborn (P)

Date	Action	Compensation
15 Oct 59	Hired as an Independent Contractor	$50 Per day
13 Jan 60	Pay adjustment	See Contract
23 Feb 61	" "	" "
18 May 61	Contract Terminated	
19 May 61	Hired as an Independent Contractor	$8,000 P.A.
19 ~~May~~ 63	Pay increase	9,000
1 Dec 64	" "	12,000
1 Dec 64	As an Independent Contractor, authorized Social Security	

SECRET

Mr. Edward O. Tichborn

Dear Mr. Tichborn

Reference is made to your current contract with the United States Government, as represented by the Contracting Officer.

Effective 27 May 1966, said contract is amended by deleting all reference to income taxes therefrom, and by adding thereto the following paragraph:

"12. Taxes As an independent contractor, monies paid you under paragraph one (1) above constitute taxable income for Federal tax purposes and you must satisfy your Federal tax liability thereon. Such income may be paid you by or through a cover facility. Because of cover, operational, and security considerations the Tax Committee of this organization is authorized to make certain determinations and establish procedures (including tax withholdings) which will result in the full satisfaction of your Federal income and Social Security tax obligations. It is specifically understood and agreed that such determinations and procedures, whether oral or written, constitute an integral part of this contract and are legally incorporated herein by reference."

All other terms and conditions of said contract remain in full force and effect.

UNITED STATES GOVERNMENT

BY ____________________
Contracting Officer

SECRET

Group 1 - Excluded from automatic downgrading and declassification

SECRET

DATE: [illegible]

CTC No. [illegible]

MEMORANDUM FOR: Director of Finance

ATTENTION: Chief, Compensation and Tax Division

VIA: Chief, Contract Personnel Division

SUBJECT: Tax Assessment for [illegible]

1. A flat rate covert tax assessment of this individual's gross, taxable Agency entitlements has been approved by the Covert Tax Committee as indicated below. An acknowledged letter of tax instruction ☐ is ☐ will be forwarded.

Tax Assessment Rate	Effective Date
[illegible] per cent ([illegible])	1 [illegible]
[illegible] per cent ([illegible])	1 [illegible]

2. Other payroll factors pertinent to this Covert Tax Committee tax assessment action are as follows:

A. [illegible]

[illegible]

3

[illegible]

Approval Chief, CPD

Secretary, Covert Tax Committee

[illegible]

FORM 2643 SECRET (1-4-21)

3 - CPD

S-E-C-R-E-T
(When Filled In)

MEMORANDUM FOR: Office of Finance

FROM : Contract Personnel Division

SUBJECT : Contract Extension for Edward G. TICHBCRN

1. Effective 19 November 1965, the contract (as amended) for the subject individual, effective 19 May 1961 is extended for a period of one (1) year.

2. All other terms and conditions of the contract (as amended) remain in full force and effect.

UNITED STATES GOVERNMENT

BY ______________________
Contracting Officer

DHL/bk/21 April '66
Reg in Darriotis files

S-E-C-R-E-T
(When Filled In)

Group 1 - Excluded from automatic downgrading and declassification

SECRET

Mr. [redacted]

Dear Mr. [redacted]:

Reference is made to your current contract with the United States Government, as represented by the Contracting Officer.

Arrangements have been recently completed allowing certain independent contractors of this organization to obtain social security credits by covering such individuals under the social security tax provisions applicable to employees. These arrangements also include a provision for retroactive applicability to the beginning of the 1965 tax year. This can be done only for reasons of security since the procedure results in reducing the social security tax from the self-employed rate to the employee rate. For example, in January of 1965 the tax rates were 5.4% and 3-5/8% respectively.

As a consequence thereof, said contract is amended by deleting all reference to social security and by adding the following paragraph:

"Effective 1 December 1964, social security taxes will be covertly deducted by this organization from your compensation in the same manner and to the same extent as would be done if you were a Government employee. Security reasons make this procedure necessary. Its implementation does not imply in any manner the actual creation of an employee-employer relationship. Your legal status under this agreement continues to be that of an independent contractor."

If you receive or expect to receive full or partial social security credits from overt sources you will so notify this organization and an adjustment will be made or covert deductions discontinued, depending upon the circumstances. Further, if you should subsequently receive overt social security credits, evidence thereof will be submitted to this organization. In such event your covert credits will be erased and your covert deductions returned.

All other terms and conditions of said contract remain in full force and effect.

UNITED STATES GOVERNMENT

BY ______________________________
Contracting Officer

SECRET

Group 1 - Excluded from automatic downgrading and declassification.

PW/sd/9 Sept. 65
wk/d:e

14-00000

Mr. Edward G. Tichborn

Dear Mr. Tichborn:

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, effective 19 May 1961, as amended.

Effective 15 November 1964 said contract is amended by enlarging the scope of paragraph one (1) entitled "Compensation" to authorize a one time payment of additional taxable compensation in the amount of $1500.

Effective 1 December 1964 the figure $9,000 is deleted from paragraph one (1) (a) and in lieu thereof the figure $12,000 is substituted.

Effective 19 November 1964 said contract, as amended, is extended for a period of one (1) year.

All other terms and conditions of the contract, as amended, remain in full force and effect.

UNITED STATES GOVERNMENT

BY______________________
Contracting Officer

E H [illegible]
2? Nov 64

SECRET

24 November 1964

MEMORANDUM FOR: Chief, Contract Personnel Division

SUBJECT : Edward G. TICHBORN, Contract Amendment

1. It is requested that the contract, as amended for Edward G. TICHBORN, be further amended as follows:

a. Effective 15 November 1964 a one-time payment of additional compensation in the amount of $1,500 for full time services rendered during a TDY assignment from June through August 1964. Payment will be made by the Station.

b. Increase in basic compensation from $9,000 to $12,000 per annum effective 1 December 1964.

c. Extend period of contract for an additional one year.

2. The Mexico Station recommendation as concurred with by WHD is based on increased operational activities which required having available and using TICHBORN's services on substantially a full time basis. TICHBORN has agreed to fulfill the assignments including TDY assignments in other countries from time to time. In view of the level of the work involved and of TICHBORN's demonstrated ability, the basic recommendations are considered fully warranted.

APPROVED:

Special Contracting Chief

Desmond FitzGerald
Chief
Western Hemisphere Division

SECRET

ORIG : C.R.Halliwell
UNIT : WH/1
EXT : 4523
DATE : 9 NOVEMBER 1964

MESSAGE FORM
SECRET
☐ INDEX
☐ NO INDEX
☒ FILE IN CS FILE NO. 50-6-116/2 201-253203

ROUTING R1

1		5	
2		6	
3		7	
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11 Nov 64 11 10z

TO : MEXICO CITY

FROM: DIRECTOR

CONF: WH8 INFO R1/AN, CA/04, CA2, CI/OPS, OF3, VR, S/C EH

TO MEXI INFO CITE DIR 63360

LICOLIC

REF: HMMA 24353

1. EDWARD G. TICHBORN DISCUSSED TERMS HIS KUBARK CONTRACT DURING VISIT HQS EARLY NOVEMBER. HQS AGREES PRESENT ~~XXRXXX~~ EXPIRING CONTRACT CALLED FOR ABOUT TWO THIRDS SUBJ'S TIME. TICHBORN POINTED OUT PER REFERENCE HE NOW ENGAGED NINETY PERCENT TIME FOR KUBARK.

2. SUBJECT STATION CONCURRENCE HQS RECOMMENDS NEW ONE-YEAR ~~XXXXXXXXX~~ CONTRACT PROVIDE RAISE FROM $9000 TO $13000 PLUS $3000 QUARTERS PER ANNUM. ALSO LUMP SUM PAYMENT 1500 DOLLARS FOR COMPENSATION HIS RECENT FULL TIME SERVICE FUASPEN. ADVISE IF YOU CONCUR EXTEND HIS CONTRACT ONE YEAR EFFECTIVE 19 NOVEMBER.

3. HQS TOLD TICHBORN WE CONSIDERED HIS SERVICES VALUABLE AS WELL AS HIS EVER-WILLINGNESS DEPART ON SHORT ~~X~~ NOTICE ASSIGNMENTS OTHER DIVISION AREAS. OBVIOUSLY THIS PROPOSED RAISE WITH WHICH SUBJECT WOULD BE MOST HAPPY SINCE STILL IMPOSES NO RESTRICTIONS ON HIS SOMETIME OUTSIDE LEGAL WORK, WILL BE WITH UNDERSTANDING HE CONTINUE DEVOTE NEAR FULL-TIME MANAGEMENT AND HANDLING ORMINE AND QRMANTLE PLUS other ~~MISCELLANEOUS~~ STATION or Hqs ~~XX~~ ASSIGNMENTS.

CONTINUED

RELEASING OFFICER

COORDINATING OFFICERS

SECRET

GROUP 1 Excluded from automatic downgrading and declassification

AUTHENTICATING OFFICER

Copy No.

14-00000

MESSAGE FORM

SECRET

ORIG :
UNIT :
EXT :
DATE :

☐ INDEX
☐ NO INDEX
☐ FILE IN CS FILE NO.

12 8 47 '64

ROUTING

1		5	
2		6	
3		7	
4		8	

TO : OF PERSONNEL

FROM: DIRECTOR

CONF: INFO PAGE TWO

TO INFO CITE DIR 63360

4. DISPATCH FOLLOWS ON QRMINE.

END OF MESSAGE

WH/POB

WH/PERS

WH/B&F

DESMOND FITZGERALD
C/WHD

RELEASING OFFICER

COORDINATING OFFICERS

SECRET

W. J. KAUFMAN
C/WH/1

AUTHENTICATING OFFICER

SECRET

MEMORANDUM FOR: Chief, Finance Division

FROM : Contract Personnel Division

SUBJECT : Contract Extension for

Edward G. TICHBORN

1. Effective 19 May 1964, the contract (as amended) for the subject individual, effective 19 May 1961 is extended for a period of six (6) months.

2. All other terms and conditions of the contract (as amended) remain in full force and effect.

UNITED STATES GOVERNMENT

BY ______________________
Contracting Officer

[illegible]/ST 22 May 64
[illegible]

SECRET

Group 1 – Excluded from automatic downgrading and declassification.

13 May 1964

MEMORANDUM FOR: Contract Personnel Division

SUBJECT : Edward G. TICHBORN

Please extend for a period of six (6) months the present contract of Edward G. TICHBORN which was due to expire on 18 May 1964.

for W. E. Brooks
C/WH/Support

14-00000

Mr. Edward G. Tichborn

Dear Mr. Tichborn:

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, effective 19 May 1961, as amended.

Effective 30 September 1963, said contract, as amended, is further amended by adding the following paragraph after paragraph ten (10) of said contract:

"11. Health Insurance. You are herein authorized to apply for enrollment in a health insurance program for certain selected contract individuals of this organization, subject to all the terms and conditions of that program. If accepted, this organization will bear that portion of your total premium cost which it is authorized to bear for the original group of contract participants in said program. you will bear the remainder. Your financial contribution will be effected either by payroll deduction or by direct remittance at periodic intervals to be established by this organization."

All other terms and conditions of the contract, as amended, remain in full force and effect.

UNITED STATES GOVERNMENT

BY_______________________
Contracting Officer

OHL-old 4 Oct 63
WH Div

This amend based on oral notification from Insurance Branch that application for insurance was approved by Board.

Mr. Edward G. Tichborn

Dear Mr. Tichborn:

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, effective 19 May 1961, as amended.

Effective 19 May 1963 said contract is extended for a period of one (1) year. Effective 1 June 1963 said contract, as amended, is further amended by the deletion in its entirety of paragraph one (1) entitled "Compensation" and by substituting in lieu thereof the following:

"1. Compensation. In full consideration for the submission of such information and services you will be compensated as follows:

(a) Basic compensation in an amount calculated at the rate of $9000 per annum.

(b) Additional compensation for quarters procurement in an amount calculated at the rate of $3000 per annum, effective upon your arrival and applicable only to your initial permanent post of assignment overseas. Quarters will not be furnished you nor will you accept quarters provided by your cover facility without prior amendment of this agreement."

Payments will be made as directed by you in writing in a manner acceptable to the Government. Monies paid you by the Government under this paragraph constitute income for Federal tax purposes. You will be advised as to the method to be followed in reporting and paying such taxes. The method as well as the procedures used by this organization to implement its tax reporting responsibilities will be based primarily upon cover and security requirements. You herein authorize this organization to withhold taxes on said income if it determines such requirements so necessitate.

All other terms and conditions of the contract as amended remain in full force and effect.

UNITED STATES GOVERNMENT

BY ______________________________
Contracting Officer

[handwritten notation, partly illegible] 7 July 63

SECRET

18 June 1962

MEMORANDUM FOR: Chief, Contract Personnel Division

SUBJECT: Edward G. TICHBORN (p), Amendment of Contract

1. It is requested that the contract, as amended for Edward G. TICHBORN, Contract Agent, be further amended effective 1 June 1962 as follows:

a. Increase basic compensation from $8,000 to $9,000 per annum.

b. Provide additional compensation for quarters procurement at the rate of $3,000 per annum for self and dependents.

c. Extend the period of the contract for an additional year.

d. All other provisions of the contract remain in effect.

2. The increase in compensation is recommended by the Mexico City Station [illegible] on the quality of TICHBORN's performance and the increased amount of time which he devotes to Agency requirements.

3. The [illegible] Division concurs with the Station's recommendation. TICHBORN has become an increasingly [illegible] and productive covert agent.

[illegible]

Chief, [illegible] Support

SECRET

GROUP 1
Excluded from automatic downgrading and declassification

14-00000

CLASSIFIED MESSAGE

SECRET

ACTION: WH 8

INFO : OP 2, S/C 2

S E C R E T 212325Z

IN43671

DIR CITE MEXI 4670

22 MAY 1963

REF HMMW-11562

IN 43671

1. STATION AGREES HQS EVALUATION TICHBORN AND CONCURS SALARY INCREASE AND HOUSING ALLOWANCE AMENDMENT. ALSO AGREE INSURANCE RIGHTS SHOULD BE INCLUDED CONTRACT.

2. BELIEVE RAISE SHOULD BE $1,000 PER ANNUM WITH HOUSING AT $3,000, WHICH TOTAL MEETS TICHBORN'S OWN REQUEST. THESE FIGURES PROPOSED TO TICHBORN (WITHOUT COMMITMENT) 21 MAY AND ACCEPTABLE TO HIM.

S E C R E T

SECRET

GROUP 1
EXCLUDED FROM AUTOMATIC DOWN-GRADING AND DECLASSIFICATION.

SECRET

Mr. Edward G. Tichborn

Dear Mr. Tichborn:

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, effective 19 May 1961.

To rectify an administrative oversight said contract is amended as of its effective date by revising paragraph two (2) entitled "Travel and Operational Expenses" to read as follows:

> "2. Travel and Operational Expenses. You will be advanced or reimbursed funds on an actual, reasonable and necessary expense basis for those expenses incurred by you in connection with such travel as may be directed or authorized by the Government and while on temporary duty away from your permanent post of assignment. In addition, you will be advanced or reimbursed funds for necessary operational expenses as specifically approved by the Government. Payment and accounting for all expenses incurred hereunder will be in substantial conformance with applicable Government regulations."

All other terms and conditions of the contract remain in full force and effect.

UNITED STATES GOVERNMENT

BY ______________________________
Contracting Officer

DHL-dd 25 Mar 63
WH Div

SECRET

14-00000

SECRET

20 March 1963

MEMORANDUM FOR: Chief, Contract Personnel Division

SUBJECT: Edward G. TICHBORN (p), Contract Amendment

1. It is requested that the contract for Edward G. TICHBORN, Contract Agent, be amended to delete the current paragraph 2. Travel and Operational Expenses and insert:

"2. Travel and Operational Expenses. You will be advanced or reimbursed funds on an actual, reasonable and necessary expense basis for those expenses incurred by you in connection with such travel as may be directed or authorized by the Government and while on temporary duty away from your permanent post of assignment. In addition, you will be advanced or reimbursed funds for necessary operational expenses as specifically approved by the Government. Payment and accounting for all expenses incurred hereunder will be in substantial conformance with applicable Government regulations.

The effective date of the amendment should be as of the effective date of the contract, 19 May 1961.

2. The above request is corrective in nature as it was not intended to change the travel expense provision which had been in effect during his previous contract.

W. E. Brooks

W. E. BROOKS
Chief, WH Support

Note: Per WH/B&F no travel and operational expense accountings have as yet been forwarded to FD. Both Division and subject intended subject's old travel and operational expense clause to be a part of the 19 May 1961 agreement. Check List was in error on this point.

SECRET

GROUP 1
Excluded from automatic downgrading and declassification

14-00000

13 July 1961

MEMORANDUM FOR: Chief, Finance Division
Attention: Contract Agent Section

VIA: Central Cover Division
Attention: Mr. Mullen

SUBJECT: Edward G. TICHBORN (p): Method of Payment

1. It is requested that Finance Division pay Contract Agent Edward G. TICHBORN (p) through Central Cover Division's mechanism Ashmead, Hanniford Associates. TICHBORN's new contract became effective 19 May 1961.

2. It is requested that salary due TICHBORN since the effective date of his contract be paid as soon as possible.

3. Attached hereto are forms 281 and 313a (top section). The bottom section of 313a is distributed separately.

J. C. King
Chief
Western Hemisphere Division

EMPLOYEE'S WITHHOLDING EXEMPTION CERTIFICATE AND QUESTIONNAIRE

PRINT NAME (Pseudonym)

TICHBORN, Edward O.

WITHHOLDING EXEMPTIONS

INSTRUCTIONS

1. NUMBER OF EXEMPTIONS.--Do not claim more than the correct number of exemptions. However, if you expect to owe more income tax for the year than will be withheld if you claim every exemption to which you are entitled, you may increase the withholding by claiming a smaller number of exemptions.

2. CHANGES IN EXEMPTIONS.--You may file a new certificate at any time if the number of your exemptions INCREASES.

You must file a new certificate within 10 days if the number of exemptions previously claimed by you DECREASES for any of the following reasons:

(a) Your wife (or husband) for whom you have been claiming exemption is divorced or legally separated, or claims her (or his) own exemption on a separate certificate.

(b) The support of a dependent for whom you claimed exemption is taken over by someone else, so that you no longer expect to furnish more than half the support for the year.

(c) You find that a dependent for whom you claimed exemption will receive $600 or more of income of his own during the year (except your child who is a student or who is under 19 years of age).

OTHER DECREASES in exemption, such as the death of a wife or a dependent, do not affect your withholding until the next year, but require the filing of a new certificate by December 1 of the year in which they occur.

For further information about changes in exemption status resulting from marriage, divorce, legal separation, birth, death, new dependents, multiple-support agreements, old age, blindness, etc., consult your local District Director of Internal Revenue or your employer.

3. DEPENDENTS.--To qualify as your dependent (line 4 below), a person (a) must receive more than one-half of his or her support from you for the year, and (b) must have less than $600 gross income during the year (except your child who is a student or who is under 19 years of age), and (c) must not be claimed as an exemption by such person's husband or wife, and (d) must be a citizen or resident of the United States or a resident of Canada, Mexico, the Republic of Panama or the Canal Zone, and (e) must (1) have your home as his principal residence and be a member of your household for the entire year, or (2) be related to you as follows:

Your son or daughter (including legally adopted children), grandchild, stepson, stepdaughter, son-in-law, or daughter-in-law;

Your father, mother, grandparent, stepfather, stepmother, father-in-law, or mother-in-law;

Your brother, sister, stepbrother, stepsister, half brother, half sister, brother-in-law, or sister-in-law;

Your uncle, aunt, nephew, or niece (but only if related by blood).

4. PENALTIES.--Penalties are imposed for willfully supplying false information or willful failure to supply information which would reduce the withholding exemption.

1. If SINGLE, and you claim an exemption, write the figure "1" . . . . ______
2. If MARRIED, one exemption each for husband and wife if not claimed on another certificate.
   (a) If you claim both of these exemptions, write the figure "2"
   (b) If you claim one of these exemptions, write the figure "1" 2
   (c) If you claim neither of these exemptions, write "0"
3. Exemptions for age and blindness (applicable only to you and your wife but not to dependents):
   (a) If you or your wife will be 65 years of age or older at the end of the year, and you claim this exemption, write the figure "1"; if both will be 65 or older, and you claim both of these exemptions, write the figure "2". ______
   (b) If you or your wife are blind, and you claim this exemption, write the figure "1"; if both are blind, and you claim both of these exemptions, write the figure "2" . . . . ______
4. If you claim exemptions for one or more dependents, write the number of such exemptions. (Do not claim exemption for a dependent unless you are qualified under instruction 3 above.) 3
5. Add the number of exemptions which you have claimed above and write the total. 5

SOURCES OF INCOME

INDICATE SOURCE(S) OF INCOME: ☐ HEADQUARTERS ☐ FIELD ALLOTMENT ☒ COVER FACILITY

IF COVER FACILITY INDICATE HOW MUCH PER YEAR $ 6,000

TAXES WITHHELD FROM ABOVE COVER INCOME ☐ YES ☒ NO

INDICATE TYPE(S) OF TAXES AND AMOUNT(S) WITHHELD PER PAY PERIOD — U.S. TAXES $ — FOREIGN TAXES $ 30.38

INDICATE COVER PAY PERIOD: ☐ WEEKLY ☐ BIWEEKLY ☐ SEMIMONTHLY ☒ MONTHLY

DECLARATION OF ESTIMATED INCOME TAX FILED ☒ YES ☐ NO

CERTIFICATION

I CERTIFY that the number of withholding exemptions claimed on this form does not exceed the number to which I am entitled, and that the information relative to sources of income shown hereon is correct.

DATE	SIGNED (Pseudonym)

FORM NO. 313
1 OCT 54

(30)

SECRET

COVERT AGREEMENT SUPPL ENT - INCOME AND FEDERAL TAX DA.

TYPE OF PRINT: ORIGINAL / CORRECTION

1. PSEUDONYM: TICHBORN, Edwa rd G.

2. 3723

PART I COMPENSATION AND WITHHOLDING DATA

3. SOURCES OF COMPENSATION PAYMENTS (Check as appropriate)

- [ ] HEADQUARTERS
- [ ] FIELD ALLOTMENT
- [X] COVER FACILITY

4. COMPENSATION PAYMENTS BY COVER FACILITY

TOTAL AMOUNT (Per annum)	AMOUNT SUBJECT TO TAX	EXPLAIN ANY DIFFERENCES UNDER "REMARKS" BETWEEN THE AMOUNT AND TOTAL BY GIVING TYPE OF PAY REPRESENTED (Allowances, etc.)	PAYMENTS TO BEGIN (Date)
$ 8,000	$		

5. PAY PERIODS USED BY COVER FACILITY

- [ ] WEEKLY
- [ ] BI-WEEKLY
- [ ] SEMI-MONTHLY
- [X] MONTHLY

6. TAXES TO BE WITHHELD BY COVER FACILITY FROM COMPENSATION PAID

INCOME TAXES - AMOUNT WITHHELD PER PAY PERIOD: [X] NONE · THIS COUNTRY $ · FOREIGN $

IS SOCIAL SECURITY (FICA) WITHHELD: [ ] YES [ ] NO

7. COMPENSATION SUBJECT TO A FOREIGN TAX: [ ] YES [ ] NO — NAME OF COUNTRY:

8. COVER FACILITY WILL REPORT COMPENSATION AS FOLLOWS (See Item 16 below)

- [ ] WILL NOT REPORT
- [ ] FORM W-2
- [ ] FORM 1099

COVER FACILITY (Cryptonym)

9. THE AGENCY WILL REPORT COMPENSATION AS FOLLOWS (See Item 16 below)

- [X] COVERT (If covert only, omit rest of this item.)
- [ ] FORM W-2
- [ ] FORM 1099

NAME AND ADDRESS OF OSTENSIBLE EMPLOYER

10. DECLARATION OF ESTIMATED INCOME TAX (Check one)

- [X] HAS BEEN FILED
- [ ] HAS NOT BEEN FILED
- [ ] NOT APPLICABLE

PART II DEPENDENCY DATA

11. NO. OF DEPENDENTS, INCLUDING SELF, CLAIMED WITH COVER FACILITY. N.A.

12. NO. OF DEPENDENTS, INCLUDING SELF, CLAIMED ON FORM 313 OR W-4 (Or equivalent) ATTACHED

13. MARITAL STATUS (Complete as appropriate)

- [ ] SINGLE
- [X] MARRIED — DATE OF MARRIAGE: 5 April 1954
- [ ] WIDOWED — DATE OF DEATH
- [ ] DIVORCED — DATE OF DECREE
- [ ] LEGALLY SEPARATED
- [ ] ANNULLED

CITIZENSHIP OF SPOUSE

RESIDENCE OF SPOUSE (Country)

14. DEPENDENTS ELIGIBLE TO BE CLAIMED FOR PURPOSES OF FILING TAX RETURNS WHO MAY OR MAY NOT BE INCLUDED IN NUMBER OF DEPENDENTS DECLARED ABOVE (Omit self and spouse)

RELATIONSHIP (No names)	YEAR OF BIRTH	CITIZENSHIP	COUNTRY OF RESIDENCE
Son	1952	U.S.	Mexico
Son	1955	U.S.	Mexico
Daughter	1957	U.S.	Mexico

15. REMARKS

16. APPROVAL OF CENTRAL COVER DIVISION

The employer's names and methods for reporting compensation shown in Items 8, and/or 9, above are approved.

DATE	SIGNATURE AND TITLE

17. FORM PREPARED BY: WIN — [ ] INDIVIDUAL [ ] OFFICIAL

PART I CERTIFIED CORRECT

DATE	SIGNATURE OF OFFICIAL
13 July '61	W. Lehman Smith

PART II CERTIFIED CORRECT (Explain when not signed)

DATE	SIGNATURE OF INDIVIDUAL (Pseudonym)
	(not available)

DISTRIBUTION: SIGNED ORIG AND COPY - TO FINANCE: COPY - TO CENTRAL COVER: COPY - TO FILE

FORM 6-60 313a OBSOLETE PREVIOUS EDITIONS.

SECRET

(30)

14-00000

DISPATCH

CLASSIFICATION: SECRET

DISPATCH SYMBOL AND NO.: HMMT-2092

HEADQUARTERS FILE NO.

TO: Chief, WHD

INFO.

FROM: Chief of Station, Mexico City

DATE: 7 July 1961

SUBJECT: Signed Contract for Edward G. TICHBORN

RI 413 - (CHECK "X" ONE)
MARKED FOR INDEXING
X NO INDEXING REQUIRED
INDEXING CAN BE JUDGED BY QUALIFIED HQ. DESK ONLY

ACTION REQUIRED: None; for information.

REFERENCE(S): HMMS-1921, 6 June 1961

1. Returned herewith is one copy of Edward G. TICHBORN's contract.

2. Regarding paragraph 1 of the contract, TICHBORN states that he has already arranged with Headquarters to mail his salary check from a foundation in Philadelphia to his bank.

3. TICHBORN further states that under his previous contract he did not file a covert tax return and taxes were not withheld. According to TICHBORN he was told in Headquarters that KUBARK would depend on him to report his KUBARK income as coming from the Philadelphia client and it would be incorporated in his overt return. TICHBORN does not wish to give a copy of his overt return to KUBARK.

Willard C. Curtis

Attachment: TICHBORN Contract (1 copy), h/w

5 July 1961

Distribution:
3 - Hqs, w/att
2 - Files

FORM 53

CLASSIFICATION: SECRET

CONTINUED

PAGE NO.

Mr. Edward G. Tichborn

Dear Mr. Tichborn:

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, effective 15 October 1959, as amended. Effective 18 May 1961, said contract is hereby terminated by mutual consent of the parties hereto and in lieu thereof the following is substituted.

The United States Government, as represented by the Contracting Officer, hereby contracts with you as an independent contractor for the submission of certain information and related services of a confidential nature under the following terms and conditions:

1. Compensation. In full consideration for the submission of such information and services, you will be paid an amount calculated at the rate of $8000 per annum. Payments will be made as directed by you in writing in a manner acceptable to the Government. Monies paid you by the Government under this paragraph constitute income for Federal tax purposes. You will be advised as to the method to be followed in reporting and paying such taxes. The method as well as the procedures used by this organization to implement its tax reporting responsibilities will be based primarily upon cover and security requirements. You herein authorize this organization to withhold taxes on said income if it determines such requirements so necessitate.

2. Travel and Operational Expenses. You will be advanced or reimbursed funds incurred in connection with such operational travel as may be directed or authorized by the Government. This may include per diem in lieu of subsistence in the course of such travel and while on temporary duty away from your permanent post of assignment. In addition, you will be advanced or reimbursed funds for necessary operational expenses as specifically approved by the Government. Payment and accounting for all expenses incurred hereunder will be in substantial conformance with applicable Government regulations.

3. Repayment. It is recognized that your failure to account for or refund any monies advanced you hereunder shall entitle the Government to withhold the total amount of such indebtedness or any portion thereof from any monies due you under the terms of this contract in such manner as it deems appropriate.

4. Funding. If necessary to protect the security of this arrangement, monies due you hereunder may be funded in other than a direct manner. It is understood and agreed that any monies so funded constitute payment by the Government in satisfaction of its obligations under this agreement.

5. Execution of Documents. If, in the performance of services under this contract, you assume the custody of Government funds or take title of record to property of any nature whatsoever and wherever situate, which property has in fact been purchased with monies of the U. S. Government, you hereby recognize and acknowledge the existence of a trust relationship, either express or constructive, and you agree to execute whatever documents may be required by the Government to evidence this relationship.

6. Status. You are not an employee of the United States Government under this agreement and are not entitled to any benefits normally incident to an employee status.

7. Instructions. Instructions received by you from the Government in briefing, training or otherwise are a part of this contract and are incorporated herein, provided that such instructions are not inconsistent with the terms hereof.

8. Unauthorized Commitments. No promises or commitments pertaining to rights, privileges or benefits other than those expressly stipulated in writing in this agreement or any amendment thereto shall be binding on the Government.

9. Secrecy. You will be required to keep forever secret this contract and all information which you may obtain by reason hereof (unless released in writing by the Government from such obligation), with full knowledge that violation of such secrecy may subject you to criminal prosecution under the Espionage Laws, dated 25 June 1948, as amended, and other applicable laws and regulations.

10. Term. This contract is effective as of 19 May 1961, and shall continue thereafter for a period of two (2) years unless sooner terminated either:

(a) By thirty (30) days' actual notice by either party hereto, or

(b) Without prior notice by the Government, in the event of a breach of this contract by your violation of the security provisions hereof or by your otherwise rendering yourself unavailable for acceptable service.

Subject to the availability of appropriations, this agreement may be extended upon notice from the Government. Termination of this agreement will not release you from the obligations of any security oath you may be required to take.

UNITED STATES GOVERNMENT

BY ____________________
Contracting Officer

ACCEPTED:

____
Edward G. Tichborn

WITNESS: ____________________

APPROVED:

____

RC C/... 29 May 61
WH/...
C A.

14-00000

SECRET

CONTRACT INFORMATION AND CHECK LIST

CASE OFFICER: Smith, Lee
DIVISION: WHD
TELEPHONE EXTENSION:
DATE:

INSTRUCTIONS: Use R 20-1000 and HR 20-1000-1 for guidance. Complete all items, inserting "NA" when items are not applicable. Forward original and TWO copies for preparation of contract.

SECTION I — GENERAL

1. NAME [X] PSEUDO [ ] TRUE
TICHBORN, Edward G.
C-77119

2A. PROJECT: JMPOPLAR-10
2B. PERMANENT STATION:
3. ALLOTMENT NO.:
3A. FUNDS: V / UV
4. SLOT NO.:

5. PREVIOUS CIA PSEUDONYM OR ALIASES:

6. INDIVIDUAL HAS BEEN ENGAGED BY CIA OR ITS ALLIED ACTIVITIES IN SOME CAPACITY PRIOR TO THIS CONTRACT. [X] YES [ ] NO (If yes, describe and include dates and salary.)
Contract Agent (Independent Contractor) Contract signed 15 Oct 1959. Basic salary $50.00 per day.

7. SECURITY CLEARANCE (Type and date):
7A. MEDICAL CLEARANCE: [ ] OBTAINED [ ] INITIATED [ ] NOT REQ'D.

8. CONTRACT IS TO BE WRITTEN IN STERILE FORM I.E., "U.S. GOVERNMENT" [X] YES [ ] NO

9. INDIVIDUAL WILL WORK UNDER "CONTROLLED CONDITIONS" I.E., REGULAR OFFICE HOURS AWAY FROM SUBJECT'S HOME AND PERFORMED UNDER THE SUPERVISION OF A STAFF EMPLOYEE OR STAFF AGENT [ ] YES [X] NO

10. PROPOSED CATEGORY (Contract agent, contract employee, etc.): Contract Agent

SECTION II — PERSONAL DATA

11. CITIZENSHIP: United States
12. IF NOT U.S. CITIZEN, INDIVIDUAL IS A PERMANENT RESIDENT ALIEN: NA [ ] YES [ ] NO
13. AGE: 41
14. DATE OF BIRTH (Month, day, year): 28 May 1920
15. LEGAL RESIDENCE (City and state or country): 6505 Wilshire Blvd., Los Angeles, California
16. CURRENT RESIDENCE (City and state or country):
17. MARITAL STATUS (Check as appropriate): [ ] SINGLE [X] MARRIED [ ] WIDOWED [ ] ANNULLED [ ] SEPARATED [ ] DIVORCED

18. NUMBER OF DEPENDENTS (Not including individual) RELATIONSHIP AND AGE:
2 Sons - Sven 9, and Gregory 6 years old;
1 Daughter - Drusilla 3 years old.

19. INDIVIDUAL IS RELATED TO A STAFF EMPLOYEE, STAFF AGENT OR AN INDIVIDUAL CURRENTLY WORKING FOR THE AGENCY IN SOME CAPACITY [ ] YES [X] NO
RELATIONSHIP:

SECTION III — U.S. MILITARY STATUS

20. RESERVE:
21. VETERAN: Yes
22. IF RETIRED, INDICATE CATEGORY (Longevity, combat disability, service disability non-combat):
23. BRANCH OF SERVICE: US Army, Medical Corps
24. RANK OR GRADE: Staff Sergeant
25. DRAFT ELIGIBLE: [ ] YES [X] NO
26. DRAFT DEFERMENT OBTAINED BY CIA: NA [ ] YES [ ] NO

SECTION IV — COMPENSATION

27. BASIC SALARY: ~~$12~~ NA $8,000.00 per yr.
28. POST DIFFERENTIAL: N.A.
29. COVER (Breakdown, if any): N.A.
30. FEDERAL TAX WITHHOLDING:

	COVER	CIA
YES		
NO	X	X

SECTION V — ALLOWANCES (NORMALLY GRANTED ONLY TO RESIDENTS OF THE UNITED STATES)

31. QUARTERS: N.A.
32. POST: N.A.
33. OTHER:
34. COVER (Breakdown, if any): Commercial

SECTION VI — TRAVEL

35. TYPES: [ ] PCS [ ] DOMESTIC OPERATIONAL [X] FOREIGN OPERATIONAL
36. WITH DEPENDENTS: [ ] YES [X] NO
37. HHE TO BE SHIPPED: [ ] YES [X] NO
37A. HHE TO BE STORED: [ ] YES [X] NO
38. PERSONAL VEHICLE TO BE SHIPPED: [ ] YES [X] NO
39. TRANSPORTED VEHICLE TO BE USED FOR OPERATIONAL TRAVEL: YES N.A. NO
40. IF WITH DEPENDENTS STATE RELATIONSHIP, CITIZENSHIP, AGE AND DATE OF BIRTH:

41. PAYMENT AND ACCOUNTABILITY WILL BE IN CONFORMANCE WITH: [XX] CIA REGULATIONS [ ] COVER POLICIES AND PROCEDURES

SECTION VII — OPERATIONAL EXPENSES

42. PURCHASE OF INFORMATION:
43. ENTERTAINMENT:
44. OTHER: Subject will be reimbursed for operational expenses (travel & per diem, including mileage for travel by private vehicle), when making KUBARK-directed trips outside Mexico City.

45. PAYMENT AND ACCOUNTABILITY WILL BE IN CONFORMANCE WITH: [XX] CIA REGULATIONS [ ] COVER POLICIES AND PROCEDURES

SECRET

CONTRACT INFORMATION AND CHECK LIST (CONTINUED)	CASE OFFICER	DIVISION
NOTE: SEE INSTRUCTIONS ON FIRST SHEET.	TELEPHONE EXTENSION	DATE

SECTION VIII — OTHER BENEFITS

46. BENEFITS (See R 20-615, R 20-620, R 20-670, R 20-1000, and HB 20-620-1, HB 20-1000-1 and/or successor regulations for benefits applicable to various categories of contract personnel.)

N.A.

SECTION IX — COVER ACTIVITY

47. STATUS (Check): PROPOSED / ESTABLISHED

48. TYPE (Check): PROPRIETARY / SUBSIDIZED / CULTURAL / EDUCATIONAL / X COMMERCIAL / MILITARY / TOURIST / OTHER

49. IF COVER PAYMENTS ARE CONTEMPLATED, THEY WILL BE EFFECTED ON REIMBURSABLE BASIS
N.A. ☐ YES ☐ NO ☐ COMPLETE ☐ PARTIAL

SECTION X — OFFSET OF INCOME

50. OFFSET OF INCOME AND OTHER EMOLUMENTS DERIVED FROM COVER ACTIVITIES (If less than total, justify in separate memo attached hereto.)
☐ TOTAL ☐ PARTIAL ☒ NONE

SECTION XI — TERM

51. DURATION: DAYS ___ MONTHS ___ 2 YEARS

52. EFFECTIVE DATE: 19 May 1961

53. RENEWABLE: ☒ YES ☐ NO

54. TERMINATION NOTICE (Number of days): 30 days

55. FORFEITURE OF RETURN TRAVEL FOR RESIGNATION PRIOR TO CONTRACT TERMINATION: ☐ YES ☐ NO

SECTION XII — FUNCTION

56. PRIMARY FUNCTION (CI, FI, PP, other)
C.A.

SECTION XIII — DUTIES

57. GENERAL DESCRIPTION OF DUTIES TO BE PERFORMED

Subject will spot and assess student leaders in relation to ZREAGER Program. Subject will travel throughout the Hemisphere in political action missions as directed by WHD.

SECTION XIV — QUALIFICATIONS

58. EXPERIENCE

Subject has carried out several high-level political action assignments for KUBARK in Latin America and other areas. He is particularly experienced in advising on political techniques.

59. EDUCATION (Check Highest Level Attained): GRADE SCHOOL / HIGH SCHOOL GRADUATE / TRADE SCHOOL GRADUATE / BUSINESS SCHOOL GRADUATE / COMMERCIAL SCHOOL GRADUATE / COLLEGE (No degree) / COLLEGE DEGREE / X POST GRADUATE LLB / MA / PHD

60. LANGUAGE COMPETENCY (Check Appropriate Degree Competency)

LANGUAGE	SPEAK FLUENT	SPEAK AVERAGE	SPEAK POOR	WRITE FLUENT	WRITE AVERAGE	WRITE POOR	READ FLUENT	READ AVERAGE	READ POOR
Spanish	x			x			x		

61. INDIVIDUAL'S COUNTRY OF ORIGIN: United States

62. AREA KNOWLEDGE: Mexico; Latin America.

SECTION XV — EMPLOYMENT PRIOR TO CIA

63. GIVE INCLUSIVE DATES, POSITION TITLE OR TYPE WORK, SALARY AND REASON FOR LEAVING

Subject is in private law practice.

SECTION XVI — ADDITIONAL INFORMATION

64. ADDITIONAL OR UNUSUAL REQUIREMENTS, JUSTIFICATIONS OR EXPLANATIONS (Use other side if necessary)

Subject will be authorized to audit courses of instruction in universities in Mexico City on a reimbursable basis, in fulfillment of objectives under the ZREAGER Program.

☐ OVER

APPROVAL

DATE	TYPED NAME & SIGNATURE OF REQUESTING OPERATING OFFICIAL	DATE	TYPED NAME & SIGNATURE OF CONTRACT APPROVING OFFICER
23 May 1961	Charles P. Penney (signature) Penney, Charles P., WH/CA/Prop	23 May 61	(signature) Paul E. Arneson, C/WH/Support

SECRET

22 May 1961

MEMORANDUM FOR: Contract Payroll Division

SUBJECT: Edward G. TICHBORN (P)

1. Please cancel Edward G. TICHBORN's present contract effective as of ~~19~~ May 1961.
c.o.b 19

2. A new contract for Subject will be requested by the WH Division in the immediate future.

Thomas F. McCoy
Acting Chief
Political Action Group
Covert Action Staff

APPROVED:

SECRET

SECRET

22 May 1961

MEMORANDUM FOR: Chief, Contract Personnel Division

SUBJECT : New Contract for Edward G. TICHBORN (p)
C-77119

Preparation of a new contract for Subject is requested, to be drawn up on the basis of the attached Contract Information Check List.

R. W. Herbert
J. C. KING /pr
Chief
Western Hemisphere Division

SECRET

14-00000

CLASSIFIED MESSAGE

SECRET

ORIG C.C. PENNEY
UNIT WH/PO/B
EXT 3503
DATE 22 MAY 1961 1667

ROUTING

1		4	
2		5	
3		6	

22 MAY 61 23 04z

TO : MEXICO CITY

FROM: DIRECTOR

CONF: WH 5

INFO: CA 2, CA/PRG, CI/OA, OP 2, S/C 2

DEFERRED

X ROUTINE

OUT 58552

TO MEXI INFO CITE DIR 41303

1. RICHARD O. TICHBORN IDEN A DEPARTED WASH 20 MAY FOR MEXI WHERE HE WILL BE EMPLOYED AS LEGAL COUNSEL TO IDEN B.

2. TICHBORN HAS BEEN USED BY KUBARK AS POLITICAL ADVISOR ON ELECTION OPS. PRIOR DEPARTURE HQS DISCUSSED CONTRACT POSSIBILITIES WITH HIM AND AGREED PREPARE CONTRACT WHICH WILL BE SENT MEXI NEAR FUTURE FOR SIGNATURE.

3. HQS ANTICIPATES USING TICHBORN AS ROVING POLITICAL ADVISOR PROVIDING VARIOUS FIELD STATIONS WITH GUIDANCE ON ELECTION OPS. WILL ALSO USE HIM TO DEVELOP ZRSAGER CANDIDATES VARIOUS COUNTRIES AND MAY APPOINT HIM FIELD REP FOR DTEMBARGO.

4. TICHBORN WILL HAVE NO OPS RESPONSIBILITIES MEXI UNLESS STATION SO DESIRES. HOWEVER HE WOULD REQUIRE SOME COMMO AND ADMIN SUPPORT WHEN OVERT CHANNELS UNSUITABLE.

5. POUCHING PROPOSED CONTRACT AND MORE DETAILS RE POSSIBLE USE IN NEAR FUTURE. REQUEST STATION OFFICER USING NAME "FRANK NELSON" CALL TICHBORN AT HOTEL MONTEJO, REFORMA ON 29 MAY TO ESTABLISH INITIAL CONTACT. ATTEMPTING HAVE CONTRACT MEXI BY THAT TIME.

END OF MESSAGE

R. W. Herbert
J. C. KING
C/WHD
RELEASING OFFICER

C/WH/PO/B
COORDINATING OFFICERS

NED P. HOLMAN
C/WH/3
AUTHENTICATING OFFICER

SECRET

Copy No.

S-E-C-R-E-T

Mr. Edward G. Tichborn

Dear Mr. Tichborn:

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, effective 15 October 1959, as amended.

Effective 23 February 1961, the first sentence of paragraph one (1), entitled "Compensation," is suspended and in lieu thereof is substituted the following:

> "In full consideration for your undertaking a task, the subject matter and scope of which have been made known to you, you will be paid a fee in the amount of $ 1000.00. Payment of said fee will be made you upon the successful completion of the task, after which the suspended portion of paragraph one (1) shall once again assume full force and effect."

All other terms and conditions of the contract, as amended, remain in full force and effect.

You will please indicate your approval by signing in the space provided below.

UNITED STATES GOVERNMENT

BY________________________
Contracting Officer

ACCEPTED:

____
Edward G. Tichborn

WITNESS:____________________

APPROVED:

____

201/8 - eld 8 Mar 60
CA [illegible] Sylvia [illegible]
CA,
Co [illegible] Michael x4911

S-E-C-R-E-T

14-00000

SECRET

3 March 1961

MEMORANDUM FOR: Contract Personnel Division

SUBJECT: Contract Amendment #2 for Edward G. TICHBORN (P)

1. Contract amendment #2 is requested for Edward G. TICHBORN using the same general format as used in the first amendment excepting that Subject will receive the entire fee upon completion of the task. It is requested that the amount of the fee be left blank. Your office will be notified as to the correct figure as soon as it is determined.

2. The amendment is to be effective as of 23 February 1961.

Horace W. Davis
Chief
Political Action Group
Covert Action Staff

The figure $1000 is per Bill
Michael 8 Mar 61

SECRET

14-00000

SECRET

Bishop
ADD Clapam
H Hornberger
JPS Ragan

9 February 1960

MEMORANDUM FOR THE RECORD

SUBJECT: Edward G. Tichborn (P) - Hernia

1. On 1 February Edward G. Tichborn advised me that in lifting his bag out of a taxi on his return trip from Cuba, he suddenly felt a pain in the groin and was afraid that he had a hernia.

2. On the way to the airport he asked me if there would be any chance of the Government picking up his medical expenses in the event that he actually had a hernia which required any substantial treatment. I told him at that time that I did not know what the Government's position would be, but that I would check into the matter and let him know.

3. On 2 February, I contacted Mr. Vernon Turner, SSA/DDS, and explained the circumstances to him. At that time, I also pointed out that as far as the provisions of his contract were concerned, it was stated that he was not an employee of the U. S. Government and while it did not make specific reference to medical payments while he was working for us, it did not specifically preclude such payments. Mr. Turner opined that although the contract stated he was not an employee of the U. S. Government, in actual fact during the period he was doing our bidding, he was. I went on further to explain to Mr. Turner that in all probability we will call on Tichborn to do future services for us and that while he was being paid, it was doubtful that this reimbursement from us equaled what he would make in his regular law practice. Mr. Turner stated that there were a number of ways that we could alleviate his situation should it become necessary.

Misunderstanding. I said the facts of a case - not the words in a paper would probably be the basis for determination of employee status. If we wish to pay in this case a contractual payment - not necessarily related to medical problem - would probably be best solution. V.T.

4. The conclusion reached between me and Mr. Turner was that I should point out to Tichborn that we were under no obligation to recompense him for his injury; however, that upon the completion of treatment if he would submit a claim, we should be glad to review it sympathetically.

5. I passed the gist of the above on to Tichborn on 3 February.

Horace W. Davis
Chief
Political Action Division

HWD:bjl
Distribution:
Orig. - subj. file
1 - DSA/DDS
1 - chrono

Mr. Edward C. Tichborn

Dear Mr. Tichborn:

Reference is made to an agreement by and between yourself and the United States Government, as represented by the Contracting Officer, effective 15 October 1959.

Effective 13 January 1960, the first sentence of paragraph one (1), entitled "Compensation," is suspended and in lieu thereof is substituted the following:

"In full consideration for the undertaking by you of a task, the subject matter and scope of which has or will be made known to you, you will be paid a fee of $1300. It is understood and agreed that said fee is based upon the fact that the completion of the specified task can be achieved within a 21-day period. One-half of said fee may be advanced you as of the effective date of this amendment. Upon the successful completion of the task, you will be paid the remaining one-half, after which the suspended portion of paragraph one (1) shall once again assume full force and effect."

All other terms and conditions of the agreement, as amended, remain in full force and effect.

You will please indicate your approval by signing in the space provided below.

UNITED STATES GOVERNMENT

BY ___________________________
Contracting Officer

ACCEPTED:

____
Edward C. Tichborn

WITNESS: ____________________

APPROVED:

____

Not Taken 12 Jan 60
Per TAD Sylactial
C.A.
C.O. Horace Alamis 2017

SECRET

8 January 1960

MEMORANDUM FOR: Contract Personnel Division

ATTENTION: Mr. Miller

SUBJECT: Contract Amendment for Edward G. Tichborn (P)

To confirm your telephone conversation of this date with Barna Sprague, we wish to have the amendment for Subject's contract effective as of 13 January and to provide for basic compensation in the amount of $1300. for a period of approximately 21 days. We wish, further, to pay Subject one-half of this fee upon the date the contract amendment becomes effective. Should Subject complete his assignment in less than 21 days, he is still to be entitled to a payment of $1300. for his services.

Horace W. Davis
Acting Chief
Political Action Division

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Mr. Edward G. Tichborn

Dear Mr. Tichborn:

The United States Government, as represented by the Central Intelligence Agency, hereby contracts with you as an independent contractor for the submission of certain information and related services of a confidential nature under the following terms and conditions:

1. Compensation. In full consideration for the submission of such information and services you will be compensated, on a fee basis, at the rate of $50.00 per day or any fraction thereof during which your services are utilized hereunder, not to exceed $265 per week. Payments will be made as directed by you in writing in a manner acceptable to CIA. No taxes will be withheld therefrom, but it will be your responsibility to report such income under existing Federal income tax laws and regulations. An appropriate Form 1099 will be furnished by the Central Intelligence Agency in furtherance of the tax reporting requirement.

2. Travel and Operational Expenses. You will be advanced or reimbursed funds on an actual, reasonable and necessary expense basis for those expenses incurred by you in connection with such operational travel as may be directed or authorized by the Government and while on temporary duty away from your permanent post of assignment. In addition, you will be advanced or reimbursed funds for necessary operational expenses as specifically approved by CIA. Payment and accounting for all expenses incurred hereunder will be in substantial conformance with applicable Government regulations.

3. Repayment. It is recognized that your failure to account for or refund any monies advanced you hereunder shall entitle CIA to withhold the total amount of such indebtedness or any portion thereof from any monies due you under the terms of this contract in such manner as it deems appropriate.

4. Execution of Documents. If, in the performance of services under this contract, you assume the custody of Government funds or take title of record to property of any nature whatsoever and wherever situate, which property has in fact been purchased with monies of the U. S. Government, you hereby recognize and acknowledge the existence of a trust relationship, either express or constructive, and you agree to execute whatever documents may be required by the Government to evidence this relationship.

5. Status. You are not an employee of the United States Government under this agreement and are not entitled to any benefits normally incident to an employee status.

6. Secrecy. You will be required to keep forever secret this contract and all information which you may obtain by reason hereof (unless released in writing by the Government from such obligation), with full knowledge that violation of such secrecy may subject you to criminal prosecution under the Espionage Laws, dated 25 June 1948, as amended, and other applicable laws and regulations.

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7. Instructions. Instructions received by you from CIA in briefing, training or otherwise are a part of this contract and are incorporated herein, provided that such instructions are not inconsistent with the terms hereof.

8. Unauthorized Commitments. No promises or commitments pertaining to rights, privileges or benefits other than those expressly stipulated in writing in this agreement or any amendment thereto shall be binding on the Government.

9. Term. This contract is effective as of 15 October 1959, and shall continue thereafter for a period of two (2) years unless sooner terminated either:

(a) By thirty (30) days' actual notice by either party hereto, or

(b) Without prior notice by CIA, in the event of a breach of this contract by your violation of the security provisions hereof or by your otherwise rendering yourself unavailable for acceptable service.

Subject to the availability of appropriations, this agreement may be extended upon notice from CIA. Termination of this agreement will not release you from the obligations of any security oath you may be required to take.

CENTRAL INTELLIGENCE AGENCY

BY ______________________
Special Contracting Officer

ACCEPTED:

____
Edward C. Tichborn

WITNESS: ______________________

APPROVED:

____

RH/falur - 14 Oct 59
PP/PPD/Sylvestael
C.A
c.c Horace Davis x 2017

SECRET

CONTRACT INFORMATION AND CHECK LIST

CASE OFFICER: Horace W. Davis — AC/PP/PAD

TELEPHONE EXTENSION: 2017 — DATE: 7 October 1959

INSTRUCTIONS: Complete all items, inserting "NA" when items are not applicable. Forward original and one copy for preparation of contract.

SECTION I — GENERAL

1. NAME ☒ PSEUDO ☐ TRUE	2A. PROJECT	3. ALLOTMENT NO.	4. SLOT NO.
Edward G. Tichborn	SGLACTEAL	9-2100-91-599	
	2B. PERMANENT STATION		

5. PREVIOUS CIA PSEUDONYM OR ALIASES: NA

6. INDIVIDUAL IS PRESENTLY ENGAGED, OR HAS BEEN ENGAGED BY CIA OR ITS ALLIED ACTIVITIES IN SOME CAPACITY ☐ YES ☒ NO (If yes, describe and include salary)

7. SECURITY CLEARANCE (Type and date): POA, 11 May 1959 - OA pending

8. CONTRACT IS TO BE WRITTEN IN STERILE FORM I.E., "U.S. GOVERNMENT" ☐ YES ☒ NO

9. INDIVIDUAL WILL WORK UNDER "CONTROLLED CONDITIONS" I.E., REGULAR OFFICE HOURS AWAY FROM SUBJECT'S HOME AND PERFORMED UNDER THE SUPERVISION OF A STAFF EMPLOYEE OR STAFF AGENT ☐ YES ☐ NO

10. PROPOSED CATEGORY (Contract agent, contract employee, etc.): Contract agent

SECTION II — PERSONAL DATA

11. CITIZENSHIP: US

12. IF NOT U.S. CITIZEN, INDIVIDUAL IS A PERMANENT RESIDENT ALIEN: NA ☐ YES ☐ NO

13. AGE: 39

14. DATE OF BIRTH (Month, day, year): 28 May 1920

15. LEGAL RESIDENCE (City and state or country): Los Angeles, California

16. CURRENT RESIDENCE (City and state or country): Los Angeles, California

17. MARITAL STATUS (Check as appropriate): ☐ SINGLE ☒ MARRIED ☐ WIDOWED ☐ ANNULLED ☐ SEPARATED ☐ DIVORCED

18. NUMBER OF DEPENDENTS (Not including individual) RELATIONSHIP AND AGE:
2 sons, 7 and 4 years old.
1 daughter, 1 year old.

19. INDIVIDUAL IS RELATED TO A STAFF EMPLOYEE, STAFF AGENT OR AN INDIVIDUAL CURRENTLY WORKING FOR THE AGENCY IN SOME CAPACITY ☐ YES ☒ NO
RELATIONSHIP:

SECTION III — U.S. MILITARY STATUS

20. RESERVE:

21. VETERAN: Yes

22. IF RETIRED, INDICATE CATEGORY (Longevity, combat disability, service disability non-combat):

23. BRANCH OF SERVICE: US Army Med. Corps

24. RANK OR GRADE: Staff Sgt.

25. DRAFT ELIGIBLE ☐ YES ☒ NO

26. DRAFT DEFERMENT OBTAINED BY CIA ☐ YES ☐ NO

SECTION IV — COMPENSATION

27. BASIC SALARY: $50.00 per day

28. POST DIFFERENTIAL: ———

29. COVER (Breakdown, if any): ———

30. TAXES TO BE WITHHELD BY: ☐ COVER ☐ CIA ☒ NOT WITHHELD

SECTION V — ALLOWANCES (NORMALLY GRANTED ONLY TO RESIDENTS OF THE UNITED STATES)

31. QUARTERS: NA

32. POST: NA

33. OTHER:

34. COVER (Breakdown, if any):

SECTION VI — TRAVEL

35. TYPES: ☐ PCS ☒ DOMESTIC OPERATIONAL ☒ FOREIGN OPERATIONAL

36. WITH DEPENDENTS ☐ YES ☒ NO

37. HOUSEHOLD EFFECTS TO BE SHIPPED ☐ YES ☒ NO

38. PERSONAL VEHICLE TO BE SHIPPED ☐ YES ☒ NO

39. TRANSPORTED VEHICLE TO BE USED FOR OPERATIONAL TRAVEL ☐ YES ☒ NO

40. IF WITH DEPENDENTS STATE RELATIONSHIP, CITIZENSHIP, AGE AND DATE OF BIRTH

41. PAYMENT AND ACCOUNTABILITY WILL BE IN CONFORMANCE WITH [illegible] ☒ [illegible] ☐ [illegible]

SECTION VII — [illegible] EXPENSES

42. [illegible] OF INFORMATION

43. [illegible]

44. OTHER: Subject will be reimbursed for all expenses and in addition will receive ~~$50.00 per day when working, not to~~ exceed $265.00 per week.

45. PAYMENT AND ACCOUNTABILITY WILL BE IN CONFORMANCE WITH [illegible] ☐ [illegible] ☐ [illegible]

SECRET

CONTRACT INFORMATION AND CHECK LIST (CONTINUED)

NOTE: SEE INSTRUCTIONS ON FIRST SHEET.

CASE OFFICER	DIVISION
TELEPHONE EXTENSION	DATE

SECTION VIII — OTHER BENEFITS

46. BENEFITS (See Part XIV of Confidential Fund Regulations or successor regulations for benefits applicable to various categories of contract personnel. If medical benefits are requested, see R 13-330 or successor regulations.)

SECTION IX — COVER ACTIVITY

47. STATUS (Check): X PROPOSED / ESTABLISHED

48. TYPE (Check): PROPRIETARY / SUBSIDIARY / CULTURAL / EDUCATIONAL / X COMMERCIAL / MILITARY / TOURIST / OTHER

49. IF COVER PAYMENTS ARE CONTEMPLATED THEY WILL BE EFFECTED ON REIMBURSABLE BASIS: NA — YES / NO / COMPLETE / PARTIAL

SECTION X — OFFSET OF INCOME

50. OFFSET OF INCOME AND OTHER EMOLUMENTS DERIVED FROM COVER ACTIVITIES (If less than total, justify in separate memo attached hereto.): TOTAL / PARTIAL / X NONE

SECTION XI — TERM

51. DURATION: DAYS / MONTHS / YEARS

52. EFFECTIVE DATE: 15 October 1959

53. RENEWABLE: X YES / NO

54. TERMINATION NOTICE (Number of days): 30 days

55. FORFEITURE OF RETURN TRAVEL FOR RESIGNATION PRIOR TO CONTRACT TERMINATION: YES / NO — NA

SECTION XII — FUNCTION

56. PRIMARY FUNCTION (FI, PP, other): PP

SECTION XIII — DUTIES

57. GENERAL DESCRIPTION OF DUTIES TO BE PERFORMED

Subject will consult and advise on political techniques.

SECTION XIV — QUALIFICATIONS

58. EXPERIENCE

Active in Southern California politics, particularly Los Angeles area.

59. EDUCATION (Check Highest Level Attained): GRADE SCHOOL / HIGH SCHOOL GRADUATE / TRADE SCHOOL GRADUATE / BUSINESS SCHOOL GRADUATE / COMMERCIAL SCHOOL GRADUATE / COLLEGE (No degree) / COLLEGE DEGREE / X POST GRADUATE LLB / MA / PHD

60. LANGUAGE COMPETENCY (Check Appropriate Degree Competency)

LANGUAGE	SPEAK: FLUENT	SPEAK: AVERAGE	SPEAK: POOR	WRITE: FLUENT	WRITE: AVERAGE	WRITE: POOR	READ: FLUENT	READ: AVERAGE	READ: POOR
Spanish	X			X			X		

61. INDIVIDUAL'S COUNTRY OF ORIGIN: U.S.A.

62. AREA KNOWLEDGE: Mexico; Latin America

SECTION XV — PRIOR EMPLOYMENT

63. JOB AND SALARY PRIOR TO SERVICE FOR CIA

Subject is in private law practice.

SECTION XVI — ADDITIONAL INFORMATION

64. ADDITIONAL OR UNUSUAL REQUIREMENTS, JUSTIFICATIONS OR EXPLANATIONS (Use other side if necessary)

NA

APPROVAL

DATE	TYPED NAME & SIGNATURE OF REQUESTING OPERATING OFFICIAL	DATE	TYPED NAME & SIGNATURE
8/10/59	Horace W. Davis PP/AC/PAD	9.24.59	Charles J. Francis

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